

EXHIBIT

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**LOAN AGREEMENT
Between
DFWU, LLC
and
Patricia E. Lane
Dated
June 23, 2010**

DFWU, LLC ("Lender") hereby agrees to extend this line of credit up to the value of Lender's assets to Patricia E. Lane ("Borrower"). Borrower hereby has the option at Borrower's sole request of borrowing any and all assets of Lender (up to \$5 million) subject to this Agreement and the terms herein. Borrower promises to repay all amounts borrowed plus interest to the order of DFWU, LLC, a Delaware limited liability company with an address at P.O. Box 186, Ashland, PA 17921. Interest on the unpaid principal amount shall accrue at the rate of eight percent (4.0%) per annum.

This loan shall be due in full with all interest on June 23, 2040 (Maturity Date"). There is no basis for accelerating the payment of the loan. No payments are required before the Maturity Date. The Borrower, however, may at her sole discretion prepay any or all amounts due at her sole discretion prior to the Maturity Date, without premium or penalty.

The Borrower is not required to provide any security in any of her assets as a condition or part of this loan. However, the parties understand that the Windriver Corp. of WY, LLC has agreed to both guarantee the loan as well as secure it with assets satisfactory to both Borrower and Lender equal to 150% of the expected maximum loan value as determined by the Borrower. Lender has the option of requested that said assets be set aside in escrow specifically for the purpose of securing this loan. Further, at Lender's sole discretion, an increase in the

secured assets or escrowed amount may be required. Except for the complete repayment of the loan, the security interest in Windriver assets or escrowed amount may not be reduced.

The Borrower is not obligated to make payments on demand to the Lender. The Borrower's sole payment obligation is to repay the loan in full (principal and interest) at the Maturity Date.

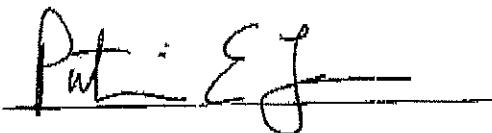
This Loan Agreement shall bind the Borrower, her successors and assigns. The rights under and benefits of this Loan Agreement shall inure to the Lender, his heirs, assigns, and personal representatives.

If any term or provision of this Loan Agreement or the application thereof to any person or circumstances shall be invalid, illegal, or unenforceable in any respect, the remainder of this Loan Agreement shall be construed without such provision, and the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal, or unenforceable, as the case may be, shall not be affected thereby, and all other terms and provisions of this Loan Agreement shall be valid and enforceable to the full extent permitted by law and equity.

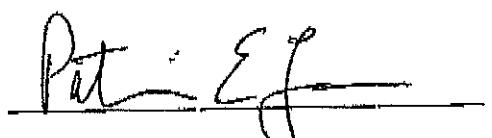
The parties agree that they are authorized to enter into this agreement and are doing so without conflict of interest and on terms that are fair and equitable.

This Loan Agreement and all issues arising hereunder shall be governed by, construed under, and enforced in accordance with the laws of the jurisdiction determined by Borrower without regard to principles of conflict of laws. Further, any disputes or litigation regarding this loan agreement shall be settled via arbitration by an arbitrator who is a Member of the American Arbitration Association. Any legal disputes regarding this agreement shall be

brought in a venue determined mutually by Borrower and Lender. The party bringing the dispute shall pay all parties' legal fees.



Patricia E. Lane, Borrower



Patricia E. Lane

Manager, DFWU, LLC



Patricia E. Lane

Manager, Windriver Corp. of WY, LLC

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